

ATTACHMENT E

WAN RFP

Lewis-Palmer School District #38

REQUEST FOR PROPOSAL

"LPSD E-Rate WAN Upgrade"

Proposal Due Date & Time

**WEDNESDAY, DECEMBER 13, 2006
1:00 p.m. (Mountain Time)**

#2 - WAN +
Addendum



**Lewis-Palmer School District #38
146 N. Jefferson St / P.O. Box 40
Monument, CO 80132**

Lewis-Palmer School District #38

Request For Proposal

Proposal Number "LPSD E-Rate WAN Upgrade"

Due: "December 13, 2006" at "1:00 p.m." Mountain Time

Proposals shall be delivered to 146 N. Jefferson St., Monument CO 80132. Proposals must be in the physical possession of Lewis-Palmer School District #38 on or prior to the exact time and date indicated above. Proposals shall be clearly marked "**Sealed Proposal for LPSP E-Rate WAN Upgrade**". Proposals received by the correct time and date will be opened in the Technology Services conference room at 146 Jefferson St., Monument, CO 80132, and the name of each bidder will be publicly read. Proposals received after the correct date and time will be refused delivery or returned unopened.

Lewis-Palmer School District #38 (hereafter referred to as "District") seeks proposals to establish a 12 month contract, with the possibility to issue four one-year extensions, with a Service Provider to install and provide **Wide Area Network Data Services** to all of Lewis-Palmer School District #38 Campuses, including the District Office. Terms will be dictated by E-Rate funding cycles stating allowable contract dates and contract termination dates. This contract may cover both E-Rate eligible and non-eligible items. If eligible and non-eligible items or services are bid, bidders must break out the non-eligible items and list them as such.

This solicitation consists of:

- Contract Offer
- Contract Acceptance and Award
- Terms and Conditions
- Project Overview
- Explanation of Scoring Matrix
- RFP Preparation Instructions
- Pricing sheets
- Sample Proposal Scoring Matrix Sheet

Bidders are strongly encouraged to carefully read this solicitation thoroughly. Failure to examine any of the requirements will be at the bidder's risk.

Questions regarding this Request for Proposal should be directed to:

Contact: Steve Endicott, Director of Information Systems
Phone: (719) 488-4078
Fax: (719) 488-4079
E-Mail: sendicott@lewispalmer.org

Contract Offer

TO: Lewis-Palmer School District #38:

The undersigned hereby proposes and agrees to furnish Wide Area Network data services in compliance with all terms, conditions, specifications and amendments in the solicitation and any written exceptions in the proposal. Signature also certifies understanding and compliance with all Terms and Conditions.

Federal Employer Identification Number _____

E-Rate SPIN Number _____

Company Name _____

Address _____

City _____ State _____ Zip _____

Authorized Signature _____ Date _____

Printed Name _____ Title _____

Telephone Number _____ Fax _____

E-Mail Address _____

Website _____

Contract Acceptance and Award (District ONLY)

Your Offer is hereby accepted:

As Contractor, you are bound to provide Wide Area Network data services listed by the attached award notice based upon the solicitation, including all terms, conditions, specifications, amendments, etc. and the Contractor's proposal as accepted by Lewis-Palmer School District #38.

Awarded this _____ day of _____ in the year _____

By _____
for Lewis-Palmer School District #38

This contract shall begin on July 1, 2007, and remain valid until June 30, 2012, and may be extended in the "Extensions" section of this document, at the discretion of Lewis-Palmer School District #38.

The Contractor is hereby cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a properly issued purchase order from the District, proper Funding Commitment Decision Letter from the Schools and Libraries Division of the Universal Service Administration Corporation and all appropriate E-Rate paperwork has been filed.

Bid Affidavit Signature Page

Company Name _____

Address _____

City _____ State _____ Zip _____

If awarded a contract, the Bidder will provide the equipment and services to The District in accordance with the terms, conditions, scope of work, specifications, and other documents of this Request for Proposal.

I, _____ the undersigned _____
(Print Name of Signer) (Print Office Held)

of the above named Bidder, being duly sworn and under oath, say and affirm this Date, that I hold the aforementioned Office in the above Bidder and I affirm the following:

AFFIDAVIT I

This is to certify that the Bidder or any person on his behalf has examined and understands the terms, conditions, scope of work, specifications and other documents of this solicitation. Furthermore the bidder or any person in his behalf, has not agreed, connived or colluded to produce a deceptive show of competition in the matter of the bidding or award of the referenced proposal.

AFFIDAVIT II

The bidder or any person in his behalf agrees to comply fully with any and all, local, state, and/or federal provisions that may regulate the bidder's business.

AFFIDAVIT III

Neither I, nor to the best of my knowledge, the Bidder, or any associate of the Bidder, nor any of its employees, or any subdivision thereof has been convicted of false pretenses, attempted false pretenses, or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government.

AFFIDAVIT IV

The Bidder is a registered Telecommunications Service Provider, as recognized by the Schools and Libraries Division of the FCC and has a valid Service Provider Identification Number issued by the SLD and is in good standing with the SLD and FCC. The bidder or any person in his behalf agrees to comply fully with any and all Program Rules as set forth by the Schools and Libraries Division, Universal Service Administrative Corporation and/or the Federal Communications Commission as related to the E-Rate funding mechanism.

Signature: _____ Date: _____

Subscribed and sworn to before me, a Notary Public of the State of _____,

County or City of _____, this _____ day of _____ in the year _____

Notary Public: _____

Terms and Conditions

BRAND NAMES

Use of brand names: Brand names, trade names, model numbers, and/or catalog numbers are used to indicate the character, quality, and/or performance equivalence of the commodity on which proposals are submitted. The use of the name of a manufacturer, brand, make or catalog number does not restrict the bidder from bidding suitable alternates. Any alternates bid must be fully interoperable with existing District systems. Bidders proposing alternates that require the replacement of existing equipment shall list and include pricing for replacement equipment in the base bid. The District reserves the right to decide whether alternates to the identified manufacturer and brand are in fact, equal to the equipment described in the invitation and compatible with existing District systems. The District will be the sole judge on the question of equal quality, and the District's decision shall be final.

CANCELLATION

Cancellation for convenience: The District reserves the right to immediately cancel the contract without penalty or recourse, in whole or in part, when the District determines that action to be in its best interest. The contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the cancellation.

Cancellation for non-performance or vendor deficiency: The District reserves the right to cancel the whole or any part of this contract due to failure by the bidder to carry out any obligation, term or condition of the contract. The District may issue a written deficiency notice to the bidder for acting or failing to act in any of the following:

- Providing material that does not meet the specifications of the contract;
- Failing to adequately perform the services set forth in the specifications of the contract;
- Failing to complete the work required or furnish materials required within a reasonable amount of time;
- Failing to make progress in performance of the contract and/or giving the District reason to believe that the bidder will not or cannot perform the requirements of the contract;
- Failing to observe any of the terms and conditions of the contract; and/or E-Rate program rules.

Upon receipt of a written deficiency notice, the bidder shall have ten (10) days to provide a satisfactory response to the District. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by the contractor under the contract shall become property of the District.

Contractor cancellation: The contractor may cancel this contract upon thirty (30) days written notice to the District prior to the intended termination date. Termination shall have no effect on projects in progress at the time the notice of cancellation is received by the District.

Continuation of performance: The contractor shall continue to perform in accordance with the requirements of the contract, up to the date of cancellation and as directed in the cancellation notice.

CERTIFICATION

By signature in the proposal section of the Offer and Contract Award page, the bidder certifies that:

1. The submission of the proposal did not involve collusion or other anti-competitive practices;
2. The bidder shall not discriminate against any employee, or applicant for employment in violation of federal and state laws.
3. If awarded a contract, the bidder agrees that all students, staff and other individuals eligible to receive services will have equal access to the services regardless of race, religion, color, sex, disability, age or national origin (including language minority individuals);
4. The bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, tip, favor, or service to a public, or the District servant in connection with the submitted proposal or any other solicitation by the District.

CLARIFICATIONS

Clarifications: As used in the solicitation, clarification means communication with a bidder for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal. It is achieved by explanation or substantiation as initiated by the bidder. Unlike discussion, clarification does not give the bidder an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision.

CONFIDENTIAL INFORMATION

Confidential information request: If a bidder believes that any or part of its proposal should be withheld from public inspection, i.e., trade secrets or proprietary information, a statement advising the District of this fact shall accompany the submission and the information shall be so identified wherever it appears. The District shall review the statement and shall determine in writing whether the information shall be withheld. If the District determines to disclose the information, the District shall inform the bidder in writing of such determination.

CONSTRUCTION SAFETY

Construction work on Lewis-Palmer School District #38 buildings shall be in compliance with the state fire code unless a fire code has been adopted by the city, town, county or fire district in which the building is located. Lewis-Palmer School District #38 buildings shall be constructed in compliance with applicable building, plumbing, electrical, fire prevention and mechanical codes adopted by the city, town, county or fire district in which the building is located. The condition of the site before start up will be agreed upon between the buyer and the contractor. The contractor shall assume full responsibility for the protection and safekeeping of any products stored on the premises. All construction work is subject to inspection by the District personnel, proper authorities and inspectors.

CONTRACTS

A response to this solicitation is an offer to contract with the District based upon the terms, conditions, scope of work, and specifications contained in this invitation. A solicitation does not become a contract unless and until the District accepts it. A contract is formed when the District's appointed representative signs the award document, eliminating the need for a formal signing of a separate contract. This contract is issued under the authority of the Lewis-Palmer School District #38 Governing Board. The contract may only be modified through a contract amendment within the scope of the contract. Changes to the contract, including the addition of work, materials or services, revision of payment terms, or substitution of work, materials or services, which are directed by an unauthorized individual or employee, or made unilaterally by the contractor, are violations of the contract and applicable law. Such changes, including unauthorized written contract amendments shall be void and without effect, and the contractor shall not be entitled to any claim under this contract based on those changes. A contract amendment is a written document signed by an authorized official of Lewis-Palmer School District #38 that is issued for the purpose of making changes in the contract. The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal, and properly issued the District purchase orders referencing the requirements of this Request for Proposal. If a firm submitting a proposal requires that the District sign an additional contract, a copy of the proposed vendor contract must be included with the proposal. The District will review proposed vendor contract documents. A vendor's contract document shall not become part of the District's contract with the vendor unless and until an authorized representative of the District signs and dates such document. In the event that this contract and the vendor provided contract, once properly executed by both parties, contradict one another, the Vendor contract shall take precedence.

COORDINATION

The contractor and buyer shall coordinate activities so as to avoid conflicts. The contractor will make every reasonable effort not to interrupt scheduled buyer activities with work under the contract. The contractor will notify the buyer of any construction work that may negatively impact scheduled buyer activities due to noise, etc. The contractor shall coordinate with other contractors and vendors so that work may be properly coordinated. The contractor shall employ such methods or means as will not cause any interruption of, or interference with, work of any other contractor on the project site.

DELIVERY

Vendor shall deliver conforming materials in each installment and may not substitute nonconforming materials. The District reserves the right to declare a breach of contract if the bidder delivers nonconforming materials or services to the District under this contract. Default in one installment will constitute total breach. Successful bidder agrees to pay for return shipment of goods that arrive in a defective or non-operable condition. Bidder agrees to arrange for return shipment of damaged goods. Delivery and installation timing will be scheduled upon receipt of the purchase order.

DOCUMENTATION

Vendor shall deliver all associated documentation to the District within fourteen (14) calendar days of the completion of the initial installation. Documentation shall consist of as-built drawings, configurations of all equipment, physical and logical maps of all installed connections and their respective locations. Documentation will be provided in hard copy and electronic formats.

E-RATE

This solicitation and resulting contract is wholly contingent on the successful funding of future E-Rate awards from the Universal Services Administration Corporation and at the option of Lewis-Palmer School District #38. Vendor shall honor all pricing and contract components regardless of E-Rate funding status. Lewis-Palmer School District #38 agrees to make clear to successful vendor at the time of purchase whether a purchase is using the E-Rate discount mechanism or is not using the E-Rate discount mechanism.

EVALUATION & AWARD

In accordance with all State, Federal and E-Rate rules and/or guidelines, award will be made to the responsive bidder with the attached scoring matrix. To qualify for evaluation, a bid must have been submitted on time, and materially satisfy all mandatory requirements identified in this document. Deviations or exceptions stipulated in a vendor response may result in disqualification. Language to the effect that the vendor does not consider this solicitation to be part of a contractual obligation may result in that vendor's bid being disqualified.

EXISTING CONTRACT

The District is currently under a contract with a vendor that is providing Wide Area Network services that falls under a contract that expires January 11, 2009. It will be the Vendor's responsibility to buy-out the remaining contract from the current WAN vendor. The approximate Pre-E-Rate cost for the remaining service is \$99,000.

EXTENSIONS

Execution of this section by both parties will extend this contract until: _____

Vendor Signature: _____

District Signature: _____

Printed Name: _____

Printed Name: _____

Additional Extensions may be executed (signed and dated by both parties) and attached to this document.

FORCE MAJEURE

Except for payments of sums due, neither party shall be liable to the other nor deemed in default under this contract if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence, including, but not limited to the following: acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; snow; earthquakes; tornadoes or violent winds; tsunamis; wind sheers; squalls; chinooks; blizzards; hail storms; volcanic eruptions; meteor strikes; famine; sink holes; avalanches; lockouts; injunctions-intervention-acts, or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this agreement. Force majeure shall not include late deliveries of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences. If either party is delayed at any time by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours.

HIGH AVAILABILITY

High availability refers to a system or component that is continuously operational for a desirably long length of time. Availability can be measured relative to "100% operational" or "never failing." The District desires a system that can deliver "Four Nines" (99.99%) uptime. This equates to approximately a total of 53 minutes of downtime in an annual period.

HIGH BANDWIDTH

The District defines high bandwidth as a connection between two locations that supports data transfer rates of at least 10mbps or higher in Full Duplex mode

INDEMNIFICATION

Contractor shall indemnify, defend, and save harmless Lewis-Palmer School District #38, from any and all claims, demands, suits, proceedings, loss, cost, and damages of every kind and description, including any attorney's fees and/or litigation expenses, which may be brought or made against or incurred by the District on account of loss or damage to any property or for injuries to or death of any person, caused by, arising out of, or contributed to, in whole or in part, by reasons of any act, omission, professional error, fault, mistake, or negligence of bidder, its employees, agents, representative, or subcontractors, their employees, agents, or representatives in connection with or incident to the performance of this agreement, or arising out of worker's compensation claims, unemployment compensation claims, or unemployment disability compensation claims of employees of bidder and/or its subcontractors or claims under similar such laws or obligations. Contractor's obligation under this section shall not extend to any liability caused by the sole negligence of the District, or its employees. All parties to this contract agree to save harmless one another from simple negligence.

INSTALLATION

Equipment that requires professional installation shall be installed in accordance with the manufacturer's instructions and shall be accomplished by skilled and properly licensed and/or certified individuals. The contractor, in consultation with the District, will develop a schedule that clearly indicates construction milestones, time periods and deadlines. The contractor must be willing to coordinate its activities with those of other trades working on the same project. The standard of quality and performance indicated in the specifications and scope of work shall be understood as the minimum requirements only. Unless otherwise indicated in the specifications or drawings, all work shall be done in accordance with the specifications and recommendations of the manufacturer of the product to be installed. Where applicable, all work shall be accomplished in a manner so as to match adjacent existing work in the same area or on the same elevations. Under no circumstances will the contractor make adjustments to or alter in any manner the District's existing facilities without prior approval from the District's authorized representative.

INQUIRIES

Any and all questions related to this solicitation shall be directed in writing to the contact listed on the 2nd page of this document. The District prefers that all questions be submitted via electronic mail. No questions will be accepted after December 6, 2006, which is 7 days prior to the opening of the responses to the RFP. Any mailed inquiries related to this solicitation should not have the solicitation number on the envelope since it might be confused with a sealed proposal response and not be opened until the due date and time. Inquiry information can be found on page 2 of this solicitation.

INSURANCE

Prior to commencing services under this contract, the bidder shall procure and maintain during the life of this agreement, comprehensive public liability insurance, to include automobile liability, providing limits of not less than \$1,000,000 per occurrence. Evidence of the required insurance shall be provided by means of a certificate of insurance naming the District as the certificate holder and an additional insured. Prior to commencing any work, any subcontractor shall procure and maintain at its own expense until final acceptance of the work, insurance coverage in a form and from insurers acceptable to the prime bidder. Said insurance shall name the prime bidder and the District as additional insureds. All subcontractors will provide worker's compensation insurance, which waives all subrogation rights against the prime bidder and the District. The successful vendor shall also procure and maintain during the life of this contract, workers' compensation insurance for all of the vendor's employees engaged in work under this contract. All workers' compensation insurance will be in compliance with state statute and evidenced by a certificate of insurance.

INTERNET CONNECTIVITY

Currently, the District has three T-1 connections (4.5mb) to the Internet provided by the current WAN vendor. The District would like to increase the connectivity to the Internet to no less than 7.5mb.

LABOR REQUIREMENTS

Contractor agrees to fully comply with all local, state, tribal, and federal labor guidelines, including, but not limited to: Contract Work Hours and Safety Standards Act, Davis-Bacon Act, Copeland "Anti-Kickback" Act, and the Equal Opportunity Employment requirements of Executive Order 11246 as amended by Executive Order 11375.

LICENSES

Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by the bidder. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. The District reserves the right to stop work and/or cancel the contract of any contractor whose license(s) expire, lapse, are suspended or terminated.

NEW SCHOOL CONSTRUCTION

Currently, the District has eight schools that need to be connected under this RFP. However, the District is currently constructing a new high school to accommodate our increasing student population. The new high school is scheduled to open in August 2008 (E-Rate Cycle FY 08-09). While this RFP is focused on the existing eight schools, the District would be interested in seeing how the vendor plans on connecting this location to the proposed WAN.

OFFER ACCEPTANCE PERIOD/WITHDRAWAL

Late proposals will be returned unopened within ten (10) days of request from bidder. In order to allow Lewis-Palmer School District #38 the opportunity to evaluate the proposals; Lewis-Palmer School District #38 requires that a proposal in response to this solicitation be valid and irrevocable for ninety (90) days after opening time and date. At any time prior to the specified due date and time a bidder may withdraw his proposal. After the opening time and date, proposals may not be withdrawn.

OVERVIEW

No right or interest in this contract shall be assigned by the bidder without prior written permission from the District, and no delegation of any duty of the proposal shall be made without prior written permission from the District. The District shall not unreasonably withhold approval and shall notify the bidder of its decision within thirty (30) days of receipt of written notice by the bidder.

In accordance with applicable state law, the bidder's books and records related to this contract may be audited at a reasonable time and place.

Proposals shall be opened at the time and place designated on the 1st page of this document. The name of each bidder shall be publicly read and recorded in the presence of witnesses. Prior to award of a contract, proposals shall only be shown to the District staff and selected evaluators. After contract award, the proposals shall be opened for public inspection.

The bidder shall have extensive knowledge and at least three (3) years experience with the installation, maintenance and provision of the equipment, software or service proposal.

Throughout this document, there may be names of major businesses and their products. The names that appear without the trademark or service mark remain the property of their respective owners. The captions, illustrations, headings and subheadings in this solicitation are for convenience only and in no way define, limit or describe the scope or intent of the request. All materials and services shall be free of liens. Proposals must be for equipment on which the original manufacturer's serial number has not been altered in any way.

Any proposal that does not conform to the mandatory or essential terms, conditions and/or specified requirements for this solicitation may be considered nonresponsive.

If the original bidder sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. The District reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of the bidder.

In case of error in extension of prices in the proposal, unit prices shall govern. Periods of time, stated as a number of days, shall be in calendar days, not business days.

The contractor under this contract is an independent contractor. Neither party to this contract shall be deemed to be the employee or agent of the other party to the contract. The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.

The sections of this RFP defining the scope of services, requirements, qualifications, etc., are not to be construed as a complete listing which exempts the successful bidder from reasonable services required to ensure successful performance under the contract.

PAYMENT

All invoices shall list the applicable the District purchase order numbers. Late fees are not permitted. All transactions are payable in U.S. currency only. Lewis-Palmer School District #38 will not process an invoice that doesn't match the purchase order. Incorrect purchase orders or invoices resulting in excess charges, no matter the cause of the error, when discovered, must be corrected by the vendor. Any excess payment must be returned to the District within thirty (30) days. Lewis-Palmer School District #38 will not process any incorrect E-Rate paperwork.

PREPARATION OF PROPOSAL & BID FORMAT

A proposal may be amended up to the time of opening by submitting a sealed letter to the place indicated on the front of this solicitation. The forms and format contained in the solicitation shall be used. Bidders may reproduce the forms and retype the information, but all of the required information is to be presented in the order requested. Telegraphic, electronic mail, or faxed proposals shall not be considered. It is the responsibility of all bidders to examine the entire solicitation package and seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Failure to examine any requirements shall be at the bidder's risk. Negligence in preparing a proposal confers no right of withdrawal after due time and date. Bids must be in the actual possession of Lewis-Palmer School District #38 on or prior to the exact time and date set for proposal opening.

One (1) original proposal and three (3) copies shall be submitted on the forms and in the format contained in the solicitation. The proposal and copies shall contain all descriptive literature, specifications, samples, etc. The proposal and copies shall both be submitted in three-ring loose-leaf binders. All bids must be completed in ink, on a computer, or typewritten. Forms may be filled by hand, but must be printed in ink. Illegible or vague proposals may be rejected. The proposal and contract offer and award document must be submitted with an original ink signature by the person authorized to sign the proposal. Erasures, interlineations or other modifications in the proposal shall be initialed by the person signing the proposal. Failure to sign the proposal and contract offer and award document, or to make other notations as indicated, may result in rejection of the proposal.

Lewis-Palmer School District #38 will not reimburse the cost of developing, presenting, or providing any response to this solicitation.

By responding to this proposal, bidder acknowledges agreement with all terms and conditions in the proposal documents. Should the bidder take any "exceptions" to the terms and conditions, a summary of the exceptions must be included in the proposal to be considered valid. Exceptions may be accepted or rejected by the District, and the District's decision shall be final.

PROJECT COMPLETION (Initial Installation)

Upon completion of the initial installation, the contractor shall present the District with all documents necessary to closeout the initial installation project as specified in the "documentation" section of this document. Even if final payments are made, if the District discovers an unfinished job that should have been completed, the contractor will complete the work in a timely fashion at no additional cost.

PROTESTS

A protest must be in writing and must be filed with Cheryl Wangeman, Chief Financial Officer of Lewis-Palmer School District #38. A protest of this solicitation must be filed before the solicitation due date and time. A protest of a proposed award or award must be filed within ten (10) days after the protester knows or should have known the basis of the protest, whichever is earlier. A protest must include:

1. The name, address and telephone number of the protester;
2. The original signature of the protester or its representative;
3. Identification of the solicitation by contract number;
4. A detailed statement of the legal and factual grounds of protest including copies of any relevant documents; and
5. The form of relief requested.

RED LIGHT RULE

Any vendor, or the sub contractor of any vendor, who is currently under, or has reason to believe that they may have a red light status under, the "Red Light Rule" by the FCC must disclose that information in this proposal. If any vendor, or the sub contractor of any vendor, is found to have a red light status under the FCC "Red Light Rule" during the term of this contract, this contract may be immediately terminated for violation of Affidavit IV of this document. The District will provide the vendor ten (10) days written warning of its intention to cancel the contract under this clause.

RIGHT TO ASSURANCE

Whenever one party to this contract in good faith has reason to question the other party's intent to perform, he may demand that the other party give a written assurance of its intent to perform. In the event that a demand is made and no written assurance is given within ten (10) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

SAFETY AND INDUSTRY STANDARDS

All items supplied and/or installed under this contract shall comply with the current applicable Safety and Health Standards of the State of Colorado, the National Electric Code, OSHA standards, IEEE standards, BICSI standards, EIA/TIA standards, and the NFPA Standards.

SCOPE OF WORK

Lewis-Palmer School District #38 is seeking a vendor to provide Wide Area Network data services. An exact scope of work listing all pertinent details, including but not limited to, installation schedules, exact standards to be adhered to, as well as detailed drawings showing cable and equipment locations will be provided to the District by the vendor. This detailed scope of work will be delivered to the District once all E-Rate applications are filed, an FCDL is issued to Lewis-Palmer School District #38 and Lewis-Palmer School District #38 issues the vendor an official Purchase Order.

SHIPPING

Shipping errors/risk of transportation: Bidder agrees that shipping errors will be at the expense of the vendor. All risk of transportation and all related charges shall be the responsibility of the bidder. All claims for visible or concealed damage shall be filed by the bidder. The District will notify the bidder and/or freight company promptly of any damaged goods and shall assist the freight company/bidder in arranging for inspection. Shipments shall be F.O.B. destination. Title and risk of loss of material or service shall not pass to the District until it actually receives the material or service at the point of delivery, unless otherwise provided in this document.

SITE REQUIREMENTS

Contractor shall clean up and remove all debris and rubbish resulting from his work as required or directed by the District. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition. No vendor shall begin a project for which the site is not prepared by the District, unless the vendor decides to do the preparation work at no cost. Site preparation includes things like moving furniture, installing wiring for power, and similar pre-installation requirements. Contractors shall take all necessary precautions for the safety of employees on the worksite, and shall erect and properly maintain at all times, as required by job conditions and progress of the work, all necessary safeguards for the protection of workers and the public. They shall post danger warning signs against the hazards created by their operation and work in progress. Proper precautions shall be taken pursuant to state law and standard construction practices in order to protect workers, the general public, and existing structures from injury or damage. Contractors must also notify the District when any work to be performed by the Contractor may cause disruption(s) and/or distraction(s) to the teaching and/or learning environments. In the even of a potential disruption or distraction to such environments, the Contractor may need to schedule such work so that it occurs outside of the normal business/classroom hours.

SITE SURVEY

The District will not be holding a general site survey for this project. If a vendor wishes to arrange a site survey, it will be the vendor's responsibility to request in writing to the contact listed on the 2nd page of this document. The District prefers that all requests be submitted via electronic mail. No requests for a site survey will be accepted after December 6, 2006, which is 7 days prior to the opening of the responses to the RFP. Any mailed requests for a site survey regarding this solicitation should not have the solicitation number on the envelope since it might be confused with a sealed proposal response and not be opened until the due date and time. Inquiry information can be found on page 2 of this solicitation.

SPECIFICATIONS

The fact that a manufacturer or supplier chooses not to produce or supply equipment, supplies, or services to meet the specifications in the RFP will not be considered sufficient cause to adjudge these specifications as restrictive. Bidders shall utilize equipment and supplies, as well as offer services that they believe come closest to meeting these specifications. If the vendor deviates from the specifications in the RFP, the reasons for each deviation must be stated. Failure to detail all deviations may be sufficient grounds for rejection of the entire bid. All specifications in this solicitation are designed to enable a bidder to satisfy a requirement for a service. A specification may be expressed as a standard, a part of a standard, or independent of a standard. No specification is intended to unnecessarily limit competition by eliminating items capable of satisfactorily meeting the actual needs of the procurement. Any bidder who believes a specification is unnecessarily restrictive, and submits a bid, must indicate such in its initial response.

STATE REPLACEMENT CONTRACT

Lewis-Palmer School District #38 reserves the right to reject all responses to this document and use a State Replacement Contract or any other established procurement contract accepted by state procurement regulations governing Lewis-Palmer School District #38 for all or part of the products and/or services covered under this document.

SUSPENSION OR DEBARMENT

If, within the past five (5) years, any firm, business, person, or vendor submitting a bid has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity with any federal, state or local government, including the SLD, the bidder must include a letter with its response or bid setting forth the name and address of the public procurement unit, the effective date of the suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. Failure to supply such a letter or to not disclose in the letter all the pertinent information shall result in the cancellation of any contract. By signing the bid section, the bidder certifies that no current suspension or debarment exists.

TERM OF CONTRACT

It is the intent of Lewis-Palmer School District #38 to award a multi-year contract for the specified services. The contract term shall be from contract award date through the date specified in the Contract Award section of this document. Extensions to this contract may be made by executing the EXTENSION section of this contract.

WARRANTY/QUALITY GUARANTEE

Contractor's representations and warranties: All representations and warranties made by the contractor under this contract shall survive the expiration or termination of the contract. The contractor warrants that any material supplied under this contract shall fully conform to all requirements of the contract and all representations of the contractor, and shall be fit for all purposes and uses required by the contract. Contractor warrants that all equipment, software, and service delivered under this contract shall conform to the specifications of this contract.

Project Overview

Lewis-Palmer School District #38 seeks proposals to establish a 60 month contract (12 month contract with the possibility to offer four one year extensions) with a Service Provider to install and provide **Wide Area Network Data Services** to the campuses listed below. Lewis-Palmer School District #38 expects high availability, high bandwidth services that support data, voice and video simultaneously. The network must support Quality of Service (QoS). The network must have the ability to apply rate limiting guarantees to specific packet types to ensure Quality of Service at each WAN link and across the WAN cloud. The network must have the ability to support multiple QOS policies and prioritization Q's across each link in the WAN cloud to reduce latency and packet loss, and guarantee throughput for data, voice and video. The media of this network is undetermined, and all modes will be considered (ie. Wireless - licensed and/or unlicensed- and/or fiber optic cable and/or high speed copper cable or any combination thereof), with SLA guarantees. All bidders must be eligible telecommunications providers able to provide telecommunications services under the universal service support mechanism. All bidders should consider the location of the school district, the current and future wireless environment in and around the schools in the district, as well as the current and future status of development plans in and around the schools in the district. Specific school information is available at <http://www.lewispalmer.org> or from the contact on Page 1 that is listed in this document.

School Name	Physical Address	Approx. Latitude and Longitude	Approx. Elevation
Central Administration	146 N. Jefferson St. Monument, CO 80132	39° 5'26.92" N 104° 52'15.00" W	6973' MSL
Grace Best E.S.	66 N. Jefferson St. Monument, CO 80132	39° 5'22.90" N 104° 52'13.71" W	6965' MSL
Lewis-Palmer E.S.	1315 Lake Woodmoor Dr. Monument, CO 80132	39° 5'53.33" N 104° 51'1.23" W	7150' MSL
Palmer Lake E.S.	115 Upper Glenway Palmer Lake, CO 80133	39° 7'17.83" N 104° 55'6.82" W	7300' MSL
Prairie Winds E.S.	790 King's Deer Point East Monument, CO 80132	39° 6'35.03" N 104° 48'11.47" W	7419' MSL
Ray Kilmer E.S.	4285 Walker Rd. Colorado Springs, CO 80908	39° 5'26.22" N 104° 44'54.37" W	7529' MSL
Creekside M.S.	1330 Creekside Dr. Monument, CO 80132	39° 4'1.79" N 104° 50'30.22" W	6965' MSL
Lewis-Palmer M.S.	1776 Woodmoor Dr. Monument, CO 80132	39° 6'7.59" N 104° 51'38.92" W	7096' MSL
Lewis-Palmer H.S.	1300 Higby Rd Monument, CO 80132	39° 4'50.48" N 104° 51'18.58" W	6966' MSL
New HS #2	N/A - TBD	39° 6'44.97" N 104° 51'45.57" W	7207' MSL

Current Data Network

The Lewis-Palmer School District wide area network currently consists of eight sites interconnected by wireless links ranging in speed from 10Mbps (full duplex) to 54 Mbps, and an administration building (centrally housing many district-wide services) linked to one of these sites via 100Mb fiber. Four of the sites form a central ring, providing some redundancy in the event of an outage on any of the four links on the ring. Other sites branch off from that ring, with no building more than 3 site-hops from administration, and 5 site-hops from any other building. Each site has the current WAN Vendor's managed router (in an outdoor traffic box), which in turn interfaces with our own internal building routers.

Each building has a central closet (MDF) with fiber interconnects to all other IDF closets, typically in a physical star topology. Each inter-closet link is a 1Gbps 1000-BaseSX full-duplex connection. In most cases, the MDF also houses the current WAN Vendor's demarcation point, the District's building router, building servers, wireless system controllers, and central switching gear.

The District has standardized on Enterasys A2 family switches for LAN data connectivity. These LAN switches are Layer 2 10/100 stackable (16Gbps uplink) units with 24 and 48-port configurations. Each has IEEE 802.3af Power over Ethernet on all ports, providing 360 watts per switch (Class 1 power on the 24-port model and Class 2 power on the 48-port model). Redundant power is an option for these units. Support is provided for 802.1q, 802.3x, and QoS classification (layers 2/3/4) based on MAC, Physical Port, IP address, IP protocol, IP ToS/DSCP marking, TDP/UDP port and IP subnet.

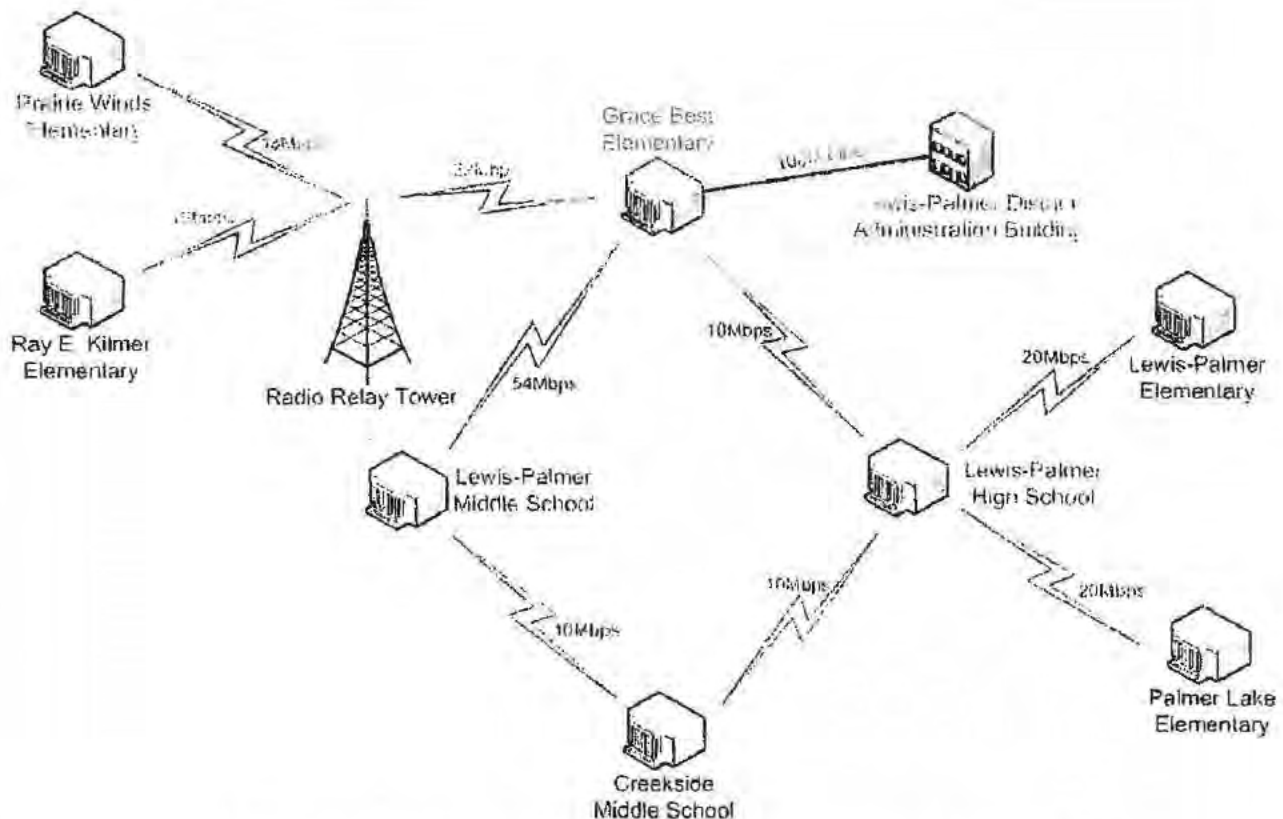


Figure 1 – Current Lewis-Palmer School District #38 Simplified Wide Area Network Diagram

Explanation of Scoring Matrix

Lewis-Palmer School District #38 will use an 1100 point scoring matrix to evaluate all submitted proposals. Please provide the information requested below.

TOTAL PRICE

300 points total

Firm fixed price: All bids shall include initial and monthly costs. Scoring shall be based on total cost over a 60 month time period. In the event a bidder responds for a term of less than 60 months, additional months, at the rate of the last monthly rate, shall be added to ensure a fair comparison of price. This pricing model is inclusive of the concept of "Total Cost of Ownership", even though the district will NOT be purchasing any equipment under this contract. This contract is for services only.

Point Awards: Each responding vendor's total price will be divided into the lowest responding vendor's price and multiplied by 300 to arrive at the earned point value. Rounding will not extend past two decimal points. (i.e. .8947 rounded to .89)

Example: Vendor A total price: \$100.00
Vendor B total price: \$95.00
Vendor C total price: \$85.00

Vendor A	$85/100=.85$	$.85*300=255$	255 points awarded
Vendor B	$85/95=.89$	$.89*300=267$	267 points awarded
Vendor C	$85/85=1$	$1*300=300$	300 points awarded

SERVICE LEVEL AGREEMENT

200 Points Total

Provide a specific Service Level Agreement (SLA) stating the MTBF (mean time between failures) of the proposed network services, express warranties of guaranteed "up-time" of the network services to be provided and response times in the event of any network issue experienced by the District. Provide specific information on the monitoring of the services provided and the time(s) of day the services will be monitored. Bidder should include specific remedies for the District in the event the SLA is not upheld during the term of the contract by the service provider. The SLA will be reviewed and awarded up to 200 points.

EXAMPLE PROJECT

100 Points Total

Vendor shall provide detailed documentation of an example project. All documentation, including logical and physical design maps shall be included, and should demonstrate the level of installation, on-going performance and service level consistent with services to be provided to Lewis-Palmer School District #38. This documentation will be reviewed and awarded up to 100 points.

CUSTOMER REFERENCES

100 Points Total

The ability to complete, manage and correctly bill projects is important to Lewis-Palmer School District #38. Please provide proof of successful projects via customer references. Lewis-Palmer School District #38 requires four references from customers where the bidder provides similar E-Rate projects and SLD billing equal to or near the price provided in the vendor's response to this solicitation. Please include project type, project total, distance from home office, named contacts including telephone numbers and E-mail addresses. All references will be verified. These references are worth up to 25 points each.

VENDOR SUMMARY

100 Points Total

Write a brief history of your company that includes its philosophy of doing business. Generally, Lewis-Palmer School District #38 will not accept a bid from a business less than three years old or which has failed to establish a proven record of business. Generally, Lewis-Palmer School District #38 will not accept a bid from a business that has no track record of providing said services under the E-rate program. This statement will be reviewed and awarded up to 100 points.

E-RATE CLAUSES**100 Points Total**

Vendor shall provide documentation on the position of the company if E-rate funding were to no longer exist from the Schools and Libraries Program of the Universal Service Fund. Vendor shall provide documentation indicating their knowledge of and ability to work within the E-rate environment to maximize funding opportunities and ensure the earliest project completion. Documentation shall be provided on how the vendor prefers to deal with E-rate Forms 471, 472, 474, and 486. Vendor shall also indicate their preferred methods of working with the E-rate billing processes (Form 470 requires the filer to indicate how they prefer to be billed). Vendor shall provide a position statement on how they will deal with late FCDL (funding commitment decision letters) or funding denial in future years of the contract. The E-rate clauses documentation will be reviewed and awarded up to 100 points.

SCALABILITY OF SOLUTION**100 Points Total**

Vendor shall provide detailed documentation on the scalability of the proposed solution. Details must be given on the timeframe necessary to upgrade connections if greater bandwidth is desired by the District, whether it be for one or all sites covered in the contract. Vendor shall provide detailed documentation on how it will manage the addition of new schools or District facilities to the service contract. Details must be given on how the vendor will aide the district in making these changes in accordance with E-rate rules. 100 points will be awarded for the documentation dealing with the scalability of the solution.

RFP RESPONSE PREPERATION**100 Points Total**

Vendor shall provide the District with their RFP response in the quantity and format requested as defined on page 18 of this RFP. Failure to comply with the instructions and formatting of the response may result in bid disqualification.

RFP Preparation Instructions

One original and three copies of the response must be included (total Four responses). Lewis-Palmer School District #38 also requires that the bidder retain at least one copy of the submission. In order for Lewis-Palmer School District #38 and the proposal reviewers to clearly understand the bid being presented by the Bidder, a complete response to this RFP must be contained in three ring binders in tabbed sections as listed below. Failure to comply with these instructions may result in bid disqualification.

TAB 1: Contracts

Contract Offer page (page 2), Bid Affidavit Signature page (page 3) with all sections completed, notarized with all signatures in blue ink, bid exceptions, and additional bidders contracts. Additional vendor contracts should be included in this section.

TAB 2: Pricing

Pricing sheets for all services, including total bid price. Attach any additional alternate suggestions as vendor quotes to the back of the included pricing sheets. Clearly mark additional alternates as such.

TAB 3: Service Level Agreement

Vendor statement as outlined in the explanation of scoring matrix section.

TAB 4: Example Project

Copies of an example project as listed in the explanation of scoring matrix section.

TAB 5: Customer References

Copies of four customer references as outlined in the explanation of scoring matrix section. Please include a name, phone number and email address for verification purposes.

TAB 6: Vendor Summary

Vendor statement as outlined in the explanation of scoring matrix section. Form W-9 filled out in its entirety.

TAB 7: E-Rate Clauses

Vendor statement as outlined in the explanation of scoring matrix section.

TAB 8: Scalability of Solution

Vendor statement as outlined in the explanation of scoring matrix section.

TAB 9: Miscellaneous Additional Information

Any additional bid information, including appendix with catalogs, slicks, model specifications and information, etc.

Pricing Sheet

Wide Area Network data services

Vendor shall retain ownership of any and all equipment installed.
Pricing shall be evaluated on the Total Project Cost.

Initial Installation Cost		\$	_____.
Year 1 Monthly Cost	\$ _____.	x 12	\$ _____. (Yearly Cost)
Year 2 Monthly Cost	\$ _____.	x 12	\$ _____. (Yearly Cost)
Year 3 Monthly Cost	\$ _____.	x 12	\$ _____. (Yearly Cost)
Year 4 Monthly Cost	\$ _____.	x 12	\$ _____. (Yearly Cost)
Year 5 Monthly Cost	\$ _____.	x 12	\$ _____. (Yearly Cost)
Network Decommission Cost		\$	_____.
Total Project Cost		\$	_____ Initial cost plus all yearly costs

SAMPLE Proposal Scoring Matrix Sheet

Vendor: _____

Date and Time Submitted: _____

Total Price: _____

Price Score Factor: _____

Category	Score	Possible
Price Point Score		300
SLA Point Score		200
Example Project Score		100
Customer Ref. Score		100
Vendor Summary Score		100
E-Rate Clauses Score		100
Scalability Score		100
RFP Response Format		100
Total		1100

ATTACHMENT F

December 19, 2006 RFP addenda



"In Pursuit of Excellence"

LEWIS-PALMER SCHOOL DISTRICT 38

146 Jefferson Street, P.O. Box 40
Monument, CO 80132-0040

Administration Office:
Phone 719-488-4700
Fax 719-488-5951
www.lewispalmer.org

12/19/06

Addendum to RFP:

PHONE AND VOICEMAIL SYSTEM REPLACEMENT

Lewis-Palmer School District #38 ("The District") would like to have each respondent to the RFP listed above provide additional or clarification responses to specific questions regarding the above RFP. The District would also like to offer to each respondent the opportunity to provide a "Best and Final" pricing response. It is not required that a vendor adjust their pricing structure if they choose not to. If a vendor chooses to provide new pricing, they must follow the pricing structure laid out in the original RFP.

Responses are due to the District's original POC as listed in the RFP no later than Tuesday, January 2, 2007 at 10AM Mountain Time. Email submissions are acceptable. Failure to provide a response by the date and time indicated will not disqualify any vendor. The District will assume that the vendor's non-response to this request means that there are no changes or clarifications necessary, and the original RFP response is their final response, and the District will use the original RFP to arrive at their decision. If a vendor chooses to respond to this addendum, the original RFP and the responses to the questions below will be used by the District to base their decision for awarding the project.

Please provide responses to the following questions. The responses may be as detailed as necessary for the vendor to clearly answer or articulate their response.

1. The SLD added Interconnected VoIP to the 2007 eligible list of services on October 19, 2006 (Document FCC 06-158). Please review the statement from that document and also from previous experiences, provide your interpretation as to what is allowed as a Priority One E-Rate Eligible VoIP service that complies with the SLD requirements, and how your proposal meets these requirements. The District relies heavily on E-Rate to fund this project, and wants to ensure that the chosen vendor is aware of the SLD rules and requirements for this service.

For your convenience, the text from Document FCC 06-158 relating to VoIP is below:

Interconnected VoIP: Interconnected voice over Internet protocol (interconnected VoIP) service has been added to the 2007 ESL as an eligible service. Interconnected VoIP is defined as a service that (1) enables real-time, two-way voice communications; (2) requires a broadband connection from the user's location; (3) requires Internet protocol-compatible customer premises equipment (CPE); and (4) permits users generally to receive calls that originate on the public switched telephone network and to terminate calls to the public switched telephone network.

2. Please describe your experience with SLD E-Rate Priority One VoIP proposals. Provide previous customer references that have successfully applied for and received E-Rate discounts using the proposed system.
3. Does your company employ a department or individual specifically responsible for E-Rate, and describe the experience level of that department or individual in the administration of E-Rate filings and submissions.
4. Have any of your previous customers been denied E-Rates funds for projects similar to the proposed design. If so, please elaborate as to why funding was denied and if an appeal was made to the SLD. What was the outcome of the appeal, if one was made?
5. Please provide a breakout of what you expect to be the eligible and non eligible E-Rate components of your proposal.
6. Please provide customer references and a detailed description of work that would apply to Colorado K-12 Public School Districts, similar to our size, demographics, and topography.
7. The District is expecting the solution that is provided to be a fully managed and supported system. Please describe with specific examples of monitoring, notification and support plans to address issues in a timely manner.
8. The District is expecting a level of redundancy for the proposed system. Please describe your proposal's redundancy design.
9. If your proposal utilizes third-party relationships to provide service, have negotiations with these third-party organizations taken place and is it understood that they will be partnering with you to provide service.
10. If you choose, please provide your best and final pricing structure for your proposal.



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12/19/06

Addendum to RFP:

LPSD E-Rate WAN Upgrade

Lewis-Palmer School District #38 ("The District") would like to have each respondent to the RFP listed above provide additional or clarification responses to specific questions regarding the above RFP. The District would also like to offer to each respondent the opportunity to provide a "Best and Final" pricing response. It is not required that a vendor adjust their pricing structure if they choose not to. If a vendor chooses to provide new pricing, they must follow the pricing structure laid out in the original RFP.

Responses are due to the District's original POC as listed in the RFP no later than Tuesday, January 2, 2007 at 10AM Mountain Time. Email submissions are acceptable. Failure to provide a response by the date and time indicated will not disqualify any vendor. The District will assume that the vendor's non-response to this request means that there are no changes or clarifications necessary, and the original RFP response is their final response, and the District will use the original RFP to arrive at their decision. If a vendor chooses to respond to this addendum, the original RFP and the responses to the questions below will be used by the District to base their decision for awarding the project.

Please provide responses to the following questions. The responses may be as detailed as necessary for the vendor to clearly answer or articulate their response.

1. The District is currently under a contract with another vendor that is providing Wide Area Network services to the district. It will be required for the winning vendor to buy out the remaining contract (approximately \$99,000) from the current vendor. Please acknowledge this requirement and how this would impact the District.
2. The District is currently connected to the Internet (also through the same vendor as above) with a speed of 4.5mb. The District is also interested in increasing that connectivity to a minimum of 7.5mb. Please indicate your acknowledgement of this requirement, and that the pricing for such connectivity is included (or not included) in your pricing structure.

3. Please describe your experience with SLD E-Rate Priority One proposals. Provide previous customer references that have successfully applied for and received E-Rate discounts using the proposed system.
4. Does your company employ a department or individual specifically responsible for E-Rate, and describe the experience level of that department or individual in the administration of E-Rate filings and submissions.
5. Have any of your previous customers been denied E-Rates funds for projects similar to the proposed design. If so, please elaborate as to why funding was denied and if an appeal was made to the SLD. What was the outcome of the appeal, if one was made?
6. Please provide a breakout of what you expect to be the eligible and non eligible E-Rate components of your proposal.
7. Please provide customer references and a detailed description of work that would apply to Colorado K-12 Public School Districts, similar to our size, demographics, and topography.
8. The District is expecting the solution that is provided to be a fully managed and supported system. Please describe with specific examples of monitoring, notification and support plans to address issues in a timely manner.
9. The District is expecting a level of redundancy for the proposed system. Please describe your proposal's redundancy design.
10. If your proposal utilizes third-party relationships to provide service, have negotiations with these third-party organizations taken place and is it understood that they will be partnering with you to provide service.
11. If you choose, please provide your best and final pricing structure for your proposal.